

# **iATM® TERMS of USE**

Product Specific Terms: Digital Collectibles Last Updated: January 2023.

Welcome to IATM. These TOKEN Terms (“Terms”) set forth the terms and conditions applicable to non-fungible tokens (“TOKENs”) made available by iATM LLC (“IATM”) whether through one or more websites, mobile applications or third-party platforms (each a “Platform”).

These Terms, as part of the IATM Terms of Use are a legally binding agreement by and between IATM and the initial acquirer, and between IATM and any person who subsequently acquires lawful possession, whether through purchase or other means, of any TOKEN (“holding”).

## **1. TOKENs**

Each TOKEN subject to these terms are, at the genesis of issuance, linked to a set of associated images, art, or graphics (collectively, the “TOKEN Content”) and which may additionally provide a digital pass to Benefits (as defined below) that are offered by IATM or its partners (“Partners”). After completing the purchase process using the functionality of the applicable Platform, Holder will have the ability to “mint” the TOKEN. A “Primary Transaction” means a transaction facilitated through the Platform where a TOKEN is first sold, while a “Secondary Transaction” means any transaction in which an TOKEN is sold by one holder to another or is otherwise transferred in any manner that is not a Primary Transaction.

## **2. Acceptance of these Terms**

By (i) purchasing or otherwise acquiring a TOKEN, whether through a Primary Transaction or a Secondary Transaction, (ii) holding and using or demonstrating exclusive dominion and control over the TOKEN, or (iii) using the TOKEN Content, as applicable, you acknowledge that you have carefully read and agree to the Terms, which are incorporated as part of and subject to the IATM Terms of Use. All Secondary Transactions of TOKENs are subject to the following terms:

(a) the TOKEN transferee (the “Transferee”) shall, by purchasing, accepting, accessing or otherwise using the TOKEN or TOKEN Content, be deemed to accept all of the terms of this Agreement as a “Holder” hereof; and

(b) the TOKEN transferor (the “Transferor”) shall provide notice to the Transferee of these Terms, including a link or other method by which these Terms shall be accessible by the Transferee.

### 3. Ownership

(a) When Holder acquires a TOKEN, Holder owns all personal property rights to that TOKEN (e.g., the right to freely sell, transfer, or otherwise dispose of that TOKEN. Such rights, however, do not include the ownership of the Intellectual Property Rights (defined below) in the TOKEN Content (which are licensed pursuant to the section herein titled “TOKEN Content License”). (b) You represent and warrant that you will not transfer a TOKEN in any Secondary Transaction (as defined below) to a Transferee that is (i) located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; or is (ii) listed on any U.S. Government list of prohibited or restricted parties (“Prohibited Transferees”).

### 4. TOKEN Content License

(a) License Grant. If you acquire an TOKEN, IATM hereby grants to you, for so long as you hold the TOKEN (as recorded on the relevant blockchain), a non-exclusive, non-sublicensable, royalty-free license to use, copy, and display the TOKEN Content linked with the acquired TOKEN solely for the following purposes: (i) for your own personal, non-commercial use; (ii) to sell or otherwise transfer the associated TOKEN consistent with the ownership of it (e.g., posting the TOKEN Content on a sales listing on an TOKEN marketplace); and (iii) as part of a third party offering compatible with the purchased TOKEN in the normal course of the permitted end-use of such offering. The license in the prior sentence is non-transferrable, except that it will automatically transfer in connection with the transfer of the TOKEN in the context of a Secondary Transaction. Holder may not make any other commercial use of the TOKEN Content. Without limiting the generality of the foregoing statement, this means that the Holder may not create any products or derivative works, provide services or otherwise exploit any of the Intellectual Property Rights associated with the TOKEN or the TOKEN Content.

(b) Rewards and Benefits. The owner of the TOKEN may receive special rewards, experiences or opportunities (“Benefits”) offered by IATM or a Partner from time to time after any individual TOKENs are first made available for sale on the Platform. We do not make any representation or guarantee that you will receive any particular Benefit as a

result of owning any individual TOKEN. Unless otherwise specifically stated, Partners are responsible for the awarding and administration of the specific Benefits that Partners offer in connection with an TOKEN, including, but not limited to (i) acquiring any services or materials needed in connection with the Benefits offered to Holders; and (ii) the costs and compliance for administering the Benefits. The terms and conditions applicable to any Benefit will be set forth in the information or materials provided with the Benefit. Except to the extent set forth in such information or materials which shall supersede and govern over any conflicting or inconsistent provisions in these Terms, any digital works of authorship made available by IATM or its Partners as a Benefit will be licensed on the same terms set forth herein for, and will otherwise be treated as, TOKEN Content. IATM reserves the right to restrict, limit or deny any Benefit to any Holder, including to limit the quantity or period of time that the Benefit is available, for any reason and at any time. Benefits are not intended to be an endorsement of any product, project, experience, brand, etc., and IATM makes no recommendation, nor do we provide any investment advice in connection with any Benefit or otherwise as a result of holding or owning any individual TOKEN. Any physical item provided as a Benefit is not part of the TOKEN Content and, except as otherwise provided in any separate terms and conditions applicable to the Benefit, you will not have any license rights under any intellectual property rights in or to any such physical item. Unless otherwise agreed pursuant to a binding agreement between you and the provider of the Benefit, any Benefit may be suspended or terminated at any time for any or no reason, including, without limitation, upon transfer by you of the applicable TOKEN.

#### 5. Reservation of Rights; Restrictions

All rights in and to the TOKEN Content not expressly provided for in this Agreement are hereby reserved by IATM. The TOKEN Content is licensed to Holders, not sold. IATM and/or its Partners own and will retain all title, interest, ownership rights and Intellectual Property Rights in and to the TOKEN Content. As between IATM and you, IATM and its “Licensors” (those creators or third parties who license TOKEN Content to IATM for incorporation into the applicable TOKEN) own and will retain all title, interest, ownership rights and intellectual property rights (including but not limited to copyright rights, trademarks, trade dress, patent, or moral rights) (collectively, “Intellectual Property Rights”) in and to the TOKEN Content. Without limitation, Holder shall not, nor permit any third party to do or attempt to do any of the following, in each case without express prior written consent from IATM: (i) modify the TOKEN Content; (ii) use the TOKEN Content to advertise, market, or sell any product or service, or otherwise commercially exploit; (iii) attempt to register any trademark, copyright, or otherwise acquire additional Intellectual Property Rights in or to the TOKEN Content; (iv) use the TOKEN Content in any other form

of media, except solely for your own personal, non-commercial use for so long as you hold the TOKEN; or (v) use the TOKEN Content for Holder's or any third party's commercial benefit.

## 6. Fees and Payment; Tax Obligations

(a) Sales of each TOKEN are dictated via smart contract automated code ("Smart Contract") on the blockchain, subject to these Terms. If you elect to purchase a TOKEN on the applicable Platform, any financial transactions you engage in will be conducted solely through the network. IATM has no insight into or control over these payments or transactions, nor do we have the capability to reverse any transactions. We will have no liability to you or to any third party for any claims or damages that arise as a result of any transactions that you engage or any other transactions that you conduct via the network. IATM does not provide refunds for any purchases that you make on or through any Platform for any TOKEN.

(b) The gross sale price for any applicable TOKEN is split according to the information on the "Details" (or other page based on the applicable Platform) for the TOKEN. Payments will be allocated via Smart Contract to the cryptocurrency wallets of the applicable recipients. Holder acknowledges and agrees that all subsequent transactions of the TOKENs will be affected on the blockchain network governing the TOKEN, and Holder will be required to make or receive payments exclusively through its cryptocurrency wallet.

(c) requires the payment of a transaction fee (a "Gas Fee") for every transaction that occurs on the decentralized network. The Gas Fee funds the network of computers that run the decentralized network. That means you will need to pay a Gas Fee for each transaction. You acknowledge and agree that the amounts payable under this Section do not include, and are not intended to cover any additional fees, including Gas Fees imposed or required by the transferring Platform through which you transfer your TOKEN.

(d) Holder is solely responsible for determining what, if any, taxes apply to Holder's purchase, sale, or transfer of the TOKENs purchased on the Platform. IATM is not responsible for determining or paying the taxes that apply to such transactions.

## 7. Warranty and Disclaimers

(a) Regardless of the price paid for the TOKEN, Holder hereby agrees and acknowledges that by purchasing or participating in the distribution of the TOKEN, Holder is (i) not doing

so with the intent or expectation of profits from any appreciation in value or otherwise from the TOKEN, and (ii) receiving the TOKEN with the sole intention of personal consumption and enjoyment. Neither IATM nor its Partners or Licensors make any promise that the TOKEN or any Benefits have or will have a specific or any inherent value.

Additionally, you represent and warrant that you: (a) are at least the age of majority in your place of residence (which is typically 18 years of age in most U.S. states) and have the legal capacity to enter into this agreement, (b) will use and interact with the TOKEN and TOKEN Content only for lawful purposes and in accordance with this agreement, and (c) will not use the TOKEN or TOKEN Content to violate any law, regulation or ordinance or any right of IATM, its Licensors or any third party, including without limitation, any right of privacy, publicity, copyright, trademark, or patent. You further agree that you will comply with all applicable laws.

(b) THE TOKENS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, IATM EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. IATM MAKES NO WARRANTY THAT THE TOKENS WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. IATM MAKES NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT ON THE TOKENS. IATM WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE TOKENS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SOFTWARE ERRORS, SERVER FAILURE OR DATA LOSS; (III) CORRUPTED FILES; (IV) UNAUTHORIZED ACCESS TO THE TOKEN; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST BLOCKCHAIN NETWORK UNDERLYING THE TOKENS. THE TOKENS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK, WHICH IATM DOES NOT CONTROL. IATM DOES NOT GUARANTEE THAT IATM CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY TOKEN. YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS YOU PURCHASE THROUGH THE PLATFORM. NOTWITHSTANDING INDICATORS

AND MESSAGES THAT SUGGEST VERIFICATION, IATM MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS ON THE PLATFORM OR ANY PURPORTED SECONDARY TRANSACTIONS. IATM IS NOT RESPONSIBLE FOR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF THE TOKENS. IATM IS NOT RESPONSIBLE FOR CASUALTIES DUE TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE TOKENS, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Termination of License to TOKEN Content.

Your license to the TOKEN Content shall automatically and immediately terminate without notice, and all rights shall revert to IATM if at any time you: (i) breach any portion of this Agreement; (ii) engage in any unlawful activity related to the TOKEN (including transferring the TOKEN to a Prohibited Transferee); or (iii) initiate any legal actions, except an arbitration as specifically provided herein, against iATM LLC or their parent, subsidiary, and affiliate companies, and each of their respective officers, directors, members, affiliates, agents, attorneys, and employees (collectively, the “iATM LLC Parties”). Upon any termination, discontinuation or cancellation of your license to the TOKEN Content, IATM may disable your access to the TOKEN Content and you must delete, remove, or otherwise destroy any back up or single digital or physical copy of the TOKEN Content. Upon any termination, discontinuation or cancellation of the license in this Agreement, the following Sections will survive: the Section titled “Ownership” and Sections titled “Reservations of Rights” through “Assumption of Risk”.

## 8. Assumption of Risk

Holder accepts and acknowledges all risks associated with the following:

- (a) Any Benefits of any kind or in any form that you may receive or be granted as a holder of an TOKEN, or any lack thereof of such Benefits.
- (b) TOKENS are a digital asset recorded and transferable on the blockchain. Any transfers of TOKENS occur through automated processes on the blockchain, which is not controlled

in any capacity by IATM. Transactions in TOKENs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions of the TOKENs shall be deemed to be made when recorded on the blockchain ledger, which is not necessarily the date or time that Holder initiated the transaction.

(c) There are risks associated with using an Internet based digital asset, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your cryptographic wallet. IATM will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when effecting TOKEN transactions, however caused, including any Gas Fees paid or payable in connection therewith.

(d) IATM does not store your password, passkey, private key or other credentials needed to access the TOKEN following sale and will not be able to recover such items if you should lose them. Holder should keep a copy of your password, private key or passkey in a secure location. Transactions involving the TOKEN may rely on third-party Platforms to perform transactions which are outside of IATM's control.